

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

JAMAAL A. MCNEIL,

8:07CV143

Plaintiff,

v.

**MEMORANDUM
AND ORDER**

CITY OF OMAHA, et al.,

Defendants.

This matter is before the court on Plaintiff's "Motion to Unseal," which the court liberally construes as a motion for copies (filing no. [110](#)), and Plaintiff's Motion for Copies (filing no. [111](#)). In his "Motion to Unseal," Plaintiff seeks a copy of the "Order to Return Original Submission," and the materials attached to the order, entered on July 19, 2013, in the pro se correspondence case. The court already addressed this request for relief in Case No. 8:07CV149. (*See* Case No. 8:07CV149, Filing No. [87](#).) Accordingly, Plaintiff's "Motion to Unseal" is denied as moot.

In his Motion for Copies, Plaintiff asks the court for a copy of Filing 107. (Filing No. [111](#).) However, Plaintiff does not have the right to receive copies of documents without payment, even if the court granted him leave to proceed in forma pauperis. [28 U.S.C. § 1915](#); *see also Haymes v. Smith*, 73 F.R.D. 572, 574 (W.D.N.Y. [1976](#)) ("The generally recognized rule is that a court may not authorize the commitment of federal funds to underwrite the necessary expenditures of an indigent civil litigant's action.") (citing [Tyler v. Lark](#), 472 F.2d 1077 (8th Cir. 1973), other citations omitted). If Plaintiff requires copies of court documents, he should contact the Clerk of the court to determine the proper method of requesting and paying for copies. Plaintiff's Motion for Copies is denied.

IT IS THEREFORE ORDERED that:

1. Plaintiff's Motion to Unseal (filing no. [110](#)) is denied as moot.

2. Plaintiff's Motion for Copies (filing no. [111](#)) is denied.

DATED this 6th day of September, 2013.

BY THE COURT:

Richard G. Kopf

Senior United States District Judge

*This opinion may contain hyperlinks to other documents or Web sites. The U.S. District Court for the District of Nebraska does not endorse, recommend, approve, or guarantee any third parties or the services or products they provide on their Web sites. Likewise, the court has no agreements with any of these third parties or their Web sites. The court accepts no responsibility for the availability or functionality of any hyperlink. Thus, the fact that a hyperlink ceases to work or directs the user to some other site does not affect the opinion of the court.